

JULIA C. DUDLEY, CLERK
BY: H. Wheeler
DEPUTY CLERK

1. CFA Institute is a Virginia non-stock corporation located and doing business at 915 East High Street, Charlottesville, Virginia 22902.

2. Upon information and belief, ASPPA is a Texas non-profit corporation, registered to do business in the Commonwealth of Virginia, with a principal place of business at 4245 North Fairfax Drive, Suite 750, Arlington, Virginia 22203.

3. Upon information and belief, NAPA is a “doing business as” (“d/b/a”) name for ASPPA, not a separate legal entity, with a principal place of business at 4245 North Fairfax Drive, Suite 750, Arlington, Virginia 22203. Defendants promote NAPA as a sister organization of ASPPA.

4. Upon information and belief, ARA is another d/b/a for ASPPA, not a separate legal entity, with a principal place of business at 4245 North Fairfax Drive, Suite 750, Arlington, Virginia 22203. Defendants promote ARA as the parent organization of ASPPA and NAPA.

5. This is an action for trademark infringement and unfair competition under the Federal Trademark Act of 1946, known as the Lanham Act, 15 U.S.C. § 1051, *et seq.*, accounting under 15 U.S.C. § 1117, the Commonwealth of Virginia trademark infringement statute, Va. Code § 59.1-92.12, and the common law of the Commonwealth of Virginia.

6. The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1337(a), 1338(a) and (b), because the claims address federal questions concerning the Lanham Act, 15 U.S.C. § 1121, trademark infringement of federally registered trademarks pursuant to 15 U.S.C. § 1114, and federal unfair competition pursuant to 15 U.S.C. § 1125(a).

7. The Court has supplemental jurisdiction over the claims of CFA Institute arising under the laws of the Commonwealth of Virginia pursuant to 28 U.S.C. § 1367(a) because these claims are so related to the claims of CFA Institute under federal law that they form part of the same case or controversy and derive from a common nucleus of operative fact.

8. The Court has personal jurisdiction over the Defendants consistent with the principles underlying the United States Constitution and the Commonwealth of Virginia because, among other things, Defendants are located and transact business in Virginia.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendants are located in Virginia, upon information and belief transact business in Albemarle County, Virginia, and have committed the tort of trademark infringement in Albemarle County, Virginia, as well as outside of Virginia, causing injury to CFA Institute in Albemarle County, Virginia, where a substantial part of the events or omissions giving rise to the claims occurred and are occurring.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

CFA INSTITUTE'S VALUABLE RIGHTS

10. CFA Institute is an internationally renowned global, not-for-profit association of investment professionals with over 147,000 members in 150 countries worldwide and 155 local member societies in seventy-two countries. CFA Institute is the world's largest and best-known association of investment professionals. In connection therewith, CFA Institute uses in interstate commerce and owns the well-known and distinctive trademarks CFA, CFA INSTITUTE, and CHARTERED FINANCIAL ANALYST, and variations thereof (the "CFA Trademarks"), including several United States trademark registrations. Since as early as 1962, CFA Institute and its predecessors-in-interest have continuously used the CFA Trademarks in interstate commerce.

11. CFA Institute's predecessor-in-interest coined the designation "Chartered Financial Analyst" or "CFA" and began using it to identify its certification program to its members and those belonging to its sister organization. CFA Institute has all the rights, benefits,

and interests of its predecessors in connection with and arising out of the CFA Trademarks and associated certification program, including all intellectual property rights therein.

12. CFA Institute owns at least nine United States trademark registrations for the CFA Trademarks, with a date of first use at least as early as 1962.

13. CFA Institute certifies the financial analysis services of others (the “Certification Services”) under its CFA CHARTERED FINANCIAL ANALYST & Design Mark (U.S. Reg. No. 2661114) (the “Certification Mark”), and, separate and distinct from and without providing the financial analysis services that it certifies in others, offers educational, publication, and association goods and services “in the field of financial analysis” (collectively hereinafter, together with the Certification Services, the “CFA Institute Goods & Services”) under its marks C.F.A. (U.S. Reg. No. 935504), CFA (U.S. Reg. No. 2493899), CFA (U.S. Reg. No. 2495459), CFA INSTITUTE (U.S. Reg. No. 3202615), CFA INSTITUTE & Design (U.S. Reg. No. 4296372), CFA INSTITUTE (U.S. Reg. No. 4389314), and CFA INSTITUTE (U.S. Reg. No. 4768863) (collectively hereinafter, together with the CFA Certification Mark, the “CFA Marks”).

14. CFA Institute has duly and properly registered the CFA Marks in the United States Patent and Trademark Office (“USPTO”) on the Principal Register.

15. CFA Institute filed its federal trademark application for C.F.A. for “association services—namely, the promotion of interest and professional standards in the field of financial analysts” in International Class 42, on August 14, 1970, with a claimed date of first use of September 15, 1963. This registration issued on June 6, 1972 as Registration No. 935504. This registration was deemed incontestable by the USPTO on September 19, 1977. A true and correct

copy of this incontestable United States Trademark Registration No. 935504 is attached hereto as **Exhibit 1**.

16. CFA Institute filed its federal trademark application for CFA for “educational services, namely arranging, conducting and providing courses of instruction, workshops, seminars, and conferences in the field of financial analysis and distributing course materials in connection therewith” in International Class 41, on August 30, 1999, with a claimed date of first use of December 31, 1962. This registration issued on October 2, 2001 as Registration No. 2493899. This registration was deemed incontestable by the USPTO on October 16, 2007. A true and correct copy of this incontestable United States Trademark Registration No. 2493899 is attached hereto as **Exhibit 2**.

17. CFA Institute filed its federal trademark application for CFA for “printed publications in the field of financial analysis and in support of the interests of financial analysts” in International Class 16, on August 30, 1999, with a claimed date of first use of December 31, 1965. This registration issued on October 9, 2001 as Registration No. 2495459. This registration was deemed incontestable by the USPTO on October 28, 2008. A true and correct copy of this incontestable United States Trademark Registration No. 2495459 is attached hereto as **Exhibit 3**.

18. CFA Institute filed its federal certification mark application for CFA CHARTERED FINANCIAL ANALYST & Design for “financial analysis services” in Class B, on August 30, 1999, with a claimed date of first use of May 1, 1999. This registration issued on December 17, 2002 as Registration No. 2661114. This registration was deemed incontestable by the USPTO on September 3, 2008. A true and correct copy of this incontestable United States Trademark Registration No. 2661114 is attached hereto as **Exhibit 4**.

19. CFA Institute filed its federal trademark application for CFA INSTITUTE for “printed publications, namely, newsletters, brochures, books, digest books, and monographs in the fields of investment management and financial analysis and in support of the interests of investment professionals and financial analysts” in International Class 16, “association services, namely, the promotion of professional standards and practices and providing career information in the fields of investment management and financial analysis; promoting the interests of investment professionals and financial analysts” in International Class 35, and “educational services, namely, arranging, conducting, and providing courses of instruction, examinations, workshops, seminars and conferences in the fields of investment management and financial analysis and distributing course materials in connection therewith” in International Class 41, on April 30, 2004, with a claimed date of first use of June 1, 2004. This registration issued on January 23, 2007 as Registration No. 3202615. This registration was deemed incontestable by the USPTO on January 25, 2013. A true and correct copy of this incontestable United States Trademark Registration No. 3202615 is attached hereto as **Exhibit 5**.

20. CFA Institute filed its federal trademark application for CFA INSTITUTE & Design for “printed publications, namely, newsletters, brochures, books, digest books, and monographs in the fields of investment management and financial analysis and in support of the interests of investment professionals and financial analysts” in International Class 16, “association services, namely, the promotion of professional standards and practices and providing career information in the fields of investment management and financial analysis; promoting the interests of investment professionals and financial analysts” in International Class 35, and “educational services, namely, arranging, conducting, and providing courses of instruction, examinations, workshops, seminars and conferences in the fields of investment

management and financial analysis and distributing course materials in connection therewith” in International Class 41, on November 22, 2011, with a claimed date of first use of May 18, 2012 for International Class 16 and May 7, 2012 for International Classes 35 and 41. This registration issued on February 26, 2013 as Registration No. 4296372. A true and correct copy of this United States Trademark Registration No. 4296372 is attached hereto as **Exhibit 6**.

21. CFA Institute filed its federal trademark application for CFA INSTITUTE for “downloadable publications, in the nature of newsletters, magazines, books, digest books, and monographs and downloadable video and audio content, all in the fields of investment management and financial analysis” in International Class 9, on June 13, 2012, with a claimed date of first use of June 2004. This registration issued on August 20, 2013 as Registration No. 4389314. A true and correct copy of this United States Trademark Registration No. 4389314 is attached hereto as **Exhibit 7**.

22. CFA Institute filed its federal trademark application for CFA INSTITUTE for “carry all bags, tote bags and leather goods, namely, briefcases, wallets and handbags” in International Class 18, “apparel, namely, shirts, jackets and headwear” in International Class 25, and “on-line retail store services featuring general consumer merchandise” in International Class 35 on September 24, 2010, with a claimed date of first use of May 7, 2012. This registration issued on July 7, 2015 as Registration No. 4768863. A true and correct copy of this United States Trademark Registration No. 4768863 is attached hereto as **Exhibit 8**.

23. The federal trademark registrations referenced above and attached hereto as Exhibits 1 through 8 are valid and subsisting, and provide conclusive evidence of the right of CFA Institute to use the CFA Marks in commerce.

24. The CFA Marks clearly establish that CFA Institute has senior trademark rights in its family of CFA Marks and consequently there is no question of priority of rights, as such priority clearly belongs to CFA Institute.

25. CFA Institute's United States Trademark Registration Nos. 935504, 2493899, 2495459, 2661114, and 3202615 referenced above and attached hereto as Exhibits 1 through 5, are valid and incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and are therefore conclusive evidence of the validity of the registered marks and of the registration of the marks, of the ownership of the marks by CFA Institute, and of the exclusive right to use the registered marks in commerce by CFA Institute under Section 33 of the Lanham Act, 15 U.S.C. § 1115. As such, CFA Institute's incontestable federal trademark registrations confer exclusive use of the CFA Marks throughout the United States in connection with the CFA Institute Goods & Services.

26. CFA Institute has extensively used the CFA Marks and has advertised, promoted, and offered the CFA Institute Goods & Services under the CFA Marks in interstate commerce through various channels of trade. As a result, the customers and potential customers of CFA Institute, and the public in general have come to know and recognize the CFA Marks as identifying the CFA Institute Goods & Services as goods and services of the highest quality offered by CFA Institute, and associate the CFA Marks with the CFA Institute Goods & Services. CFA Institute has, thus, built up extensive and invaluable goodwill in connection with the sale of its goods and services under the CFA Marks.

27. CFA Institute administers the internationally recognized CFA Program. The CFA Program is a self-study examination system for investment professionals. The CFA Program sets

the global standard for investment knowledge, standards, and ethics, and is highly esteemed worldwide.

28. The CFA charter has been internationally benchmarked as comparable in scope and depth to a post-graduate degree. Candidates who seek the CFA charter and membership in CFA Institute must:

- (i) have at least four years of acceptable work experience as a financial analyst; that is, someone who spends a substantial portion of time collecting, evaluating, or applying financial, economic, and statistical data, as appropriate, in the investment decision-making process;
- (ii) pass a series of three rigorous, six-hour examinations, covering, *inter alia*, the fields of accounting, economics, securities analysis, and asset portfolio management;
- (iii) submit sponsorship forms from other members and a supervisor; and
- (iv) comply at all times with the Code of Ethics and Standards of Professional Conduct of CFA Institute.

29. Upon successful completion of CFA Institute's registration process and examination, candidates are awarded the right to use the CFA Certification Mark, the professional designation "Chartered Financial Analyst" or "CFA" (collectively hereinafter, the "Professional Designation"), and become eligible for CFA Institute's membership. Members must pay annual dues and sign a professional conduct statement each year.

30. CFA Institute offers a range of educational programs and services for members, program candidates, investors, employers, institutions, and the press. CFA Institute's mission is to lead the investment profession globally by setting the highest standards of ethics, education,

and professional excellence. To reflect this, CFA Institute has developed a code of ethics and standards of professional conduct for investment professionals. All members of CFA Institute and all CFA Program candidates must adhere to the CFA Institute Code of Ethics and Standards of Professional Conduct.

31. CFA Institute has used the CFA Marks for over fifty years, and has invested significant amounts of time, money, and effort in advertising and promoting the CFA Marks. CFA Institute's advertisements are seen and heard around the world by potential candidates, investment professionals, high-net-worth investors, employers, and regulators. CFA Institute regularly advertises in print and online versions of *The Economist*, *Bloomberg Markets*, *Financial Times*, *Wall Street Journal*, *Reuters*, *Business Insider*, *Globe and Mail*, and other high-profile publications read by investment professionals worldwide. CFA Institute also advertises on social media sites such as Facebook, Twitter, SinaWeibo, LinkedIn, and Google+.

32. CFA Institute's charterholders heavily use and rely upon the CFA Certification Mark and Professional Designation to signify their mastery of the CFA Program and rigorous examinations, adherence to a code of ethics, and specific work and education requirements.

33. The CFA Certification Mark and Professional Designation hold great value for CFA Institute's charterholders.

34. CFA Institute's CFA Marks, including in particular the CFA Certification Mark and Professional Designation, are known as the gold standard of professional credentials within the global investment community.

35. Investors and financial professionals recognize the CFA Marks as the definitive standard for measuring competence and integrity in the fields of portfolio management and investment analysis.

36. The CFA Marks are well-known among the general public as signifying the CFA Institute Goods & Services, including in particular the Certification Services, and have been well-known since long before Defendants began engaging in the complained of conduct in this Complaint.

DEFENDANTS' WRONGFUL CONDUCT

37. Defendants are related organizations for retirement plan professionals. According to its website, ASPPA is a non-profit professional organization with one of its two “major goals” being “to educate retirement plan professionals.” ASPPA purports to offers its members “extensive educational opportunities,” which include “credentialing, certificate and continuing education programs, . . . conferences and networking opportunities in the industry.” Upon information and belief, ASPPA, including through its sister organizations, offers at least nine different credentials.

38. Upon information and belief, ASPPA was the initial organization, creating the d/b/a NAPA as a sister organization and “professional society” in 2011, and more recently creating the d/b/a ARA as a parent organization and “non-profit professional organization.”

39. Notwithstanding CFA Institute’s exclusive and long-standing rights in and to the CFA Marks, and well after 1972, the earliest federal trademark registration date for the CFA Marks, Defendants recently adopted and began using the alleged mark CPFA (“Infringing Mark”) in connection with their certification program for professionals in the field of financial planning and retirement, and related educational and administrative services (“Defendants’ Goods & Services”). The Infringing Mark is an initialism for “Certified Plan Fiduciary Advisor,” which Defendants also spell as “Certified Plan Fiduciary Adviser.”

40. Upon information and belief, Defendants purport to allow a candidate to use the Infringing Mark as a credential/designation after passing an examination consisting of seventy-

five multiple-choice questions. The exam is proctored at specific testing centers in different places of the country and administered over three hours. While there is no specific experience level required, to prepare for the exam, Defendants make available “CPFA Coursework” or “study modules,” which include case studies, practice activities, multiple-choice sample questions, and additional learning resources. Defendants have a mandatory program of continuing education for all members who hold the Infringing Mark as a credential/designation.

41. Upon information and belief, prior to the Infringing Mark, Defendants were already using the credential/designation PFC, which is an initialism for “Plan Financial Consulting,” purportedly to certify individuals in this same area. Defendants phased-out the credential/designation PFC following the adoption of the Infringing Mark.

42. Upon information and belief, prior to the Infringing Mark, Defendants were also already using the credential/designation QPFC, which is an initialism for “Qualified Plan Financial Consultant,” purportedly to certify individuals in this same area. Defendants are still offering the credential/designation QPFC, and qualified candidates can opt back-and-forth between the Infringing Mark and QPFC designation.

43. Prior to CFA Institute’s filing of the Complaint in this action, CFA Institute made good faith efforts to resolve this matter amicably with Defendants. Nevertheless, as has become readily apparent, Defendants have no intention of resolving this matter amicably, but instead appear to be moving forward with expanding their business under the Infringing Mark. As a result, CFA Institute has had no choice but to commence this action.

44. On February 12, 2018, CFA Institute filed a Notice of Opposition against ASPPA’s United States Service Mark Application Serial No. 87103390 for the mark NAPA CPFA CERTIFIED PLAN FIDUCIARY ADVISER & Design (“CPFA Application”), in the

United States Trademark Trial and Appeal Board, which Opposition Proceeding was assigned No. 91239462 (“Opposition Proceeding”). ASPPA’s CPFA Application had been filed in connection with “educational services, namely, providing seminars and training for professionals in the field of financial planning and retirement,” and “developing and administering standards and procedures for certifying professionals in the field of advising clients and professionals with respect to retirement plan investments.”

45. In its Amended Answer filed in the Opposition Proceeding, ASPPA has alleged that CFA Institute does not direct its goods and services *primarily* to professionals in the field of retirement financial planning, whereas ASPPA does so *exclusively*. As such, ASPPA has admitted that, at the least, the Defendants’ Goods & Services under the Infringing Mark are a subset of the CFA Institute Goods & Services under the CFA Marks and that CFA Institute is using the CFA Marks in connection with goods and services used by professionals in the field of retirement financial planning.

46. Further, in the Opposition Proceeding, ASPPA has asserted a legally defective counterclaim for cancellation by restriction of the United States Trademark Registrations which comprise the CFA Marks on the faulty premise that CFA Institute does not direct its goods and services primarily to professionals in the field of retirement financial planning, and thus these Registrations should be restricted accordingly. But ASPPA failed to allege, because it cannot allege, that CFA Institute has not used the CFA Marks in the Registrations on the goods or services that ASPPA seeks to restrict.

47. In addition to the erratic spelling of “Advisor” and “Adviser” in the underlying name of the Infringing Mark, Defendants’ also use the Infringing Mark inconsistently, sometimes standing alone as CPFA and other times as NAPA CPFA.

48. Defendants use and intend to use the Infringing Mark without the authorization of CFA Institute, thereby confusing consumers as to the source of the goods and services and resulting in damage and detriment to CFA Institute and its reputation and goodwill, and harm to its authorized CFA charterholders.

49. Consumers are likely to believe mistakenly that Defendants are affiliated or connected with, or otherwise authorized or sponsored by CFA Institute. Thus, Defendants' misleading conduct is likely to harm consumers.

50. Defendants' use of the Infringing Mark is nearly identical to and confusingly similar to CFA Institute's CFA Marks in appearance, sound, meaning, and commercial impression.

51. The Defendants' Goods & Services are identical and closely related to the CFA Institute Goods & Services, and target CFA Institute's consumers, as well as those seeking the services of its authorized CFA charterholders, including hiring professionals and the ultimate end-user consumer. Both the CFA Marks and the Infringing Mark are used in connection with goods and services used by professionals in the field of retirement financial planning. Indeed, Defendants advertise that their consumers are "retirement plan professionals" who make financial investment decisions for retirees.

52. Defendants' use of the Infringing Mark trades off the goodwill of CFA Institute's CFA Marks and is without permission or license from CFA Institute.

53. Defendants advertise their goods and services in commerce using the Infringing Mark, which is nearly identical and confusingly similar to the CFA Marks of CFA Institute. Both Parties utilize the same or similar channels of trade and there is a clear overlap of targeted consumers.

54. Defendants advertise the Defendants' Goods & Services under the Infringing Mark on their websites at <http://napacpfa.org/>, <https://www.asppa.org/educate/retirement-plan-academy/credential-programs>, <https://www.napa-net.org/education/napa-academy/>, <https://www.napa-net.org/education/certificationcredentials/>, and http://napacpfa.org/wp-content/uploads/2018/01/2018_CPFA_Syllabus.pdf. True and correct copies of screenshots from the websites are attached hereto as **Exhibit 9**.

55. Upon information and belief, Defendants knew or had reason to know of the CFA Marks of CFA Institute at the time Defendants commenced use of the Infringing Mark.

56. Upon information and belief, Defendants intentionally adopted and use the Infringing Mark so as to create consumer confusion and trade off CFA Institute's reputation and goodwill under the CFA Marks.

57. CFA Institute has used its CFA Marks continuously on or in connection with the CFA Institute Goods & Services in interstate commerce prior to the date Defendants commenced use of the Infringing Mark.

FIRST CLAIM FOR RELIEF
(Federal Trademark Infringement – 15 U.S.C. § 1114)

58. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 57 above, as if set forth herein in full.

59. Defendants' Infringing Mark is nearly identical to or substantially indistinguishable from the CFA Marks of CFA Institute in appearance, sound, meaning, and commercial impression that the use and registration thereof is likely to cause confusion, mistake, and deception as to the source or origin of the Defendants' Goods & Services, and will injure and damage CFA Institute and the goodwill and reputation symbolized by the CFA Marks of CFA Institute.

60. The Defendants' Goods & Services offered under the Infringing Mark are identical and so closely related to the goods and services offered under the CFA Marks by CFA Institute, including CFA Institute's Certification Services under the Certification Mark, that the public is likely to be confused, deceived, and to assume erroneously that the Defendants' Goods & Services are those of CFA Institute or that Defendants are in some way connected with, licensed, or sponsored by or affiliated with CFA Institute, all to CFA Institute's and its authorized CFA charterholders' irreparable damage, as well as the public's detriment.

61. Likelihood of confusion is enhanced by the fact that the CFA Marks of CFA Institute are strong, well-known, and entitled to a broad scope of protection.

62. Likelihood of confusion is also enhanced by the fact that Defendants' Infringing Mark is visually and phonetically nearly identical to or substantially indistinguishable from the CFA Marks, and Defendants' Goods & Services are identical and closely related to the CFA Institute Goods & Services, including CFA Institute's association services under the CFA Marks.

63. Likelihood of confusion is further enhanced by the fact that Defendants' Infringing Mark and the CFA Marks of CFA Institute both prominently incorporate the identical, key component "CFA" and the Defendants' Goods & Services are identical and closely related to the CFA Institute Goods & Services. Specifically, the Infringing Mark wholly incorporates the identical letters "C," "F," and "A," in the same order, and the Infringing Mark is used as part of educational and association services and for the benefit of the association's professional members in the field of financial planning and retirement.

64. Likelihood of confusion is even further enhanced by the fact that CFA Institute and Defendants market and will likely market their goods and services in the same or similar channels of trade.

65. Defendants are not affiliated or connected with CFA Institute and have not been endorsed or sponsored by CFA Institute, nor has CFA Institute approved any of the Defendants' Goods & Services offered or sold or intended to be sold by Defendants under the Infringing Mark.

66. Defendants have never sought or obtained the permission of CFA Institute to use the Infringing Mark, nor has CFA Institute approved any of the Defendants' Goods & Services offered under Defendants' Infringing Mark.

67. CFA Institute's United States Trademark Registrations identified above provide, at the very least, constructive notice to Defendants of the rights of CFA Institute in and to the CFA Marks.

68. Defendants' use of the Infringing Mark in connection with Defendants' Goods & Services is likely to cause confusion, mistake, or deception of consumers as to the source of origin or sponsorship of the goods and services, in violation of the Lanham Act, including but not limited to 15 U.S.C. § 1114.

69. Consumers are likely to purchase or engage the Defendants' Goods & Services being offered under the Infringing Mark believing them to be those of CFA Institute or its authorized CFA charterholders, thereby resulting in a loss of goodwill and economic harm to CFA Institute and its authorized CFA charterholders.

70. Upon information and belief, Defendants intentionally adopted and use the Infringing Mark so as to create consumer confusion and trade off CFA Institute's reputation and goodwill under the CFA Marks.

71. CFA Institute is informed and believes, and on that basis, alleges that Defendants have derived unlawful gains and profits from their infringing use of the Infringing Mark.

72. The goodwill of CFA Institute's business under the CFA Marks is of great value, and CFA Institute will suffer irreparable harm should Defendants' infringement be allowed to continue to the detriment of the trade reputation and goodwill of CFA Institute for which damage CFA Institute cannot be adequately compensated at law.

73. CFA Institute has no control over the quality of the goods and services offered by Defendants. Thus, the great value of the CFA Marks of CFA Institute is subject to damage by an entity CFA Institute cannot control.

74. Unless enjoined by this Court from so doing, Defendants will continue to engage in their acts of infringement, to the irreparable damage and injury of CFA Institute.

75. Upon information and belief, Defendants have engaged in acts of infringement, with knowledge of CFA Institute's exclusive rights in and to the CFA Marks in connection with the CFA Institute Goods & Services, and Defendants continue in such acts of intentional infringement, thus entitling CFA Institute to an award of treble its actual damages, Defendants' profits, plus attorneys' fees and costs in bringing and maintaining this action, pursuant to Section 35(b) of the Lanham Act, 15 U.S.C. § 1117(b).

SECOND CLAIM FOR RELIEF
(Federal Unfair Competition and False Designation of Origin and
False and Misleading Representations – 15 U.S.C. § 1125(a))

76. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 75 above, as if set forth herein in full.

77. Defendants' use of the Infringing Mark constitutes unfair competition and a false designation of origin or false or misleading description or representation of fact, which is likely to deceive customers and prospective customers into believing that the Defendants' Goods & Services offered for sale under Defendants' Infringing Mark are those of CFA Institute in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

78. Defendants' actions cause or are likely to cause confusion or mistake among the public as to the true origin and sponsorship of the Defendants' Goods & Services offered for sale under Defendants' Infringing Mark, and to confuse the public into believing that the Defendants' Goods & Services have the approval of CFA Institute, or are otherwise affiliated, connected, associated with, or sponsored by CFA Institute, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

79. CFA Institute has no control over Defendants and the nature and quality of Defendants' Goods & Services offered for sale under Defendants' Infringing Mark. Any failure, neglect, or default of Defendants in providing goods and services will reflect adversely on CFA Institute and its authorized CFA charterholders.

80. Upon information and belief, Defendants intentionally adopted and use the Infringing Mark so as to create consumer confusion and trade off CFA Institute's reputation and goodwill under the CFA Marks.

81. CFA Institute is informed and believes, and on that basis, alleges that Defendants have derived unlawful gains and profits from their infringement of the CFA Marks.

82. The goodwill of the business of CFA Institute under the CFA Marks is of great value, and CFA Institute will suffer irreparable harm should Defendants' acts of unfair competition, and false representation and designations, be allowed to continue, to the detriment of the trade reputation and goodwill of CFA Institute for which damage CFA Institute cannot be adequately compensated at law.

83. CFA Institute has no control over the quality of the goods and services offered by Defendants. Thus, the value of the CFA Marks of CFA Institute is subject to damage by an entity it cannot control. Unless enjoined by this Court from so doing, Defendants will continue

to engage in acts of unfair competition, and false representation and designation, to the irreparable damage and injury of CFA Institute and its authorized CFA charterholders, as well as the public's detriment.

84. Upon information and belief, from the outset, Defendants have engaged in acts of unfair competition, and false representation and designation, with knowledge of the exclusive rights of CFA Institute in and to the CFA Marks in connection with identical and closely related goods and services, and Defendants continue in such acts of unfair competition, false representation and designation, in violation of 15 U.S.C. § 1125(a), thus entitling CFA Institute to an award of its actual damages, Defendants' profits, plus attorneys' fees and costs in bringing and maintaining this action, pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

THIRD CLAIM FOR RELIEF
(Trademark Infringement and Unfair Competition Under the Commonwealth of Virginia
Statutes Va. Code §§ 59.1-92.12, 59.1-92.13)

85. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 84 above, as if set forth herein in full.

86. Defendants' use of the Infringing Mark constitutes trademark infringement and unfair competition in violation of the Commonwealth of Virginia trademark infringement statute, Va. Code §§ 59.1-92.12 & 59.1-92.13, as such acts are likely to mislead and deceive customers and prospective customers into believing that the Defendants' Goods & Services are those of CFA Institute.

87. Defendants' actions are likely to cause confusion or mistake among the public and create material misrepresentations as to the true origin and sponsorship of the Defendants' Goods & Services and to confuse and mislead the public into believing that the Defendants' Goods & Services have the approval of CFA Institute and/or that those goods and services have been

passed off as those of CFA Institute in violation of the Commonwealth of Virginia trademark infringement statute, Va. Code §§ 59.1-92.12 & 59.1-92.13.

88. Upon information and belief, Defendants intentionally adopted and use the Infringing Mark so as to create consumer confusion and trade off CFA Institute's reputation and goodwill under the CFA Marks.

89. Defendants have been using the Infringing Mark without the consent of CFA Institute.

90. CFA Institute has no control over the nature and quality of the Defendants' Goods & Services. Consumers, believing CFA Institute to be the source of such goods and services, are likely to blame CFA Institute or its authorized CFA charterholders for any failure, neglect or default of Defendants in providing quality goods and services, hampering efforts by CFA Institute to continue to protect its outstanding reputation for the CFA Institute Goods & Services. Defendants' wrongful conduct is likely to deceive the consuming public and to result in a loss of goodwill and economic harm for CFA Institute and its authorized CFA charterholders, all to the irreparable harm of CFA Institute, its authorized CFA charterholders, and the public.

91. Unless enjoined by this Court from so doing, Defendants will continue their conduct of passing off and engaging in acts of unfair competition, to the irreparable damage and injury of CFA Institute.

92. CFA Institute is informed and believes and on that basis alleges that Defendants have derived unlawful gains and profits from their acts of unfair competition, as alleged above, and have caused loss, injury and damage to CFA Institute, its goodwill and the CFA Marks, in an amount as yet unknown but to be proven at trial.

FOURTH CLAIM FOR RELIEF
(Trademark Infringement and Unfair Competition
Under the Commonwealth of Virginia Common Law)

93. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 92 above, as if set forth herein in full.

94. CFA Institute owns and enjoys common law rights in the Commonwealth of Virginia and elsewhere in the United States in and to the CFA Marks for the CFA Institute Goods & Services. CFA Institute is the exclusive owner of the common law trademark rights in the CFA Marks. No license or authorization has been granted to Defendants to use any of these marks, or variations thereon.

95. Defendants, with full knowledge of the public awareness and value of the CFA Marks, has traded off and misappropriated the reputation and valuable goodwill of the CFA Marks of CFA Institute in the Commonwealth of Virginia and acted in a manner that has created and will continue to create a likelihood of confusion and mistake as to the source of the Defendants' Goods & Services. By falsely suggesting a connection with or sponsorship by CFA Institute, Defendants' acts are likely to lead the public to believe mistakenly that Defendants' Goods & Services are in some way associated with, connected with, or sponsored by CFA Institute, to the detriment of CFA Institute, and without CFA Institute's authorization. Defendants' activities constitute unfair competition, misappropriation of the goodwill of CFA Institute, and palming off.

96. Upon information and belief, Defendants intentionally adopted and use the Infringing Mark so as to create consumer confusion and trade off CFA Institute's reputation and goodwill under the CFA Marks.

97. CFA Institute is informed and believes and, on that basis, alleges that Defendants have derived unlawful gains and profits from their unlawful acts, and will continue to do so, as alleged above, and have caused loss, injury, and damage to CFA Institute, its goodwill, and the CFA Marks, in an amount as yet unknown but to be proven at trial.

98. Unless enjoined by this Court from so doing, Defendants will continue their conduct of passing off and engaging in acts of unfair competition and cause irreparable damage and injury to CFA Institute's goodwill, business identity and reputation and its authorized CFA charterholders, as well as the public's detriment. CFA Institute is therefore entitled to a permanent injunction enjoining and restraining Defendants from use of the Infringing Mark or any other mark that is identical or confusingly similar to the CFA Marks.

FIFTH CLAIM FOR RELIEF
(Accounting)

99. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 98 above, as if set forth herein in full.

100. CFA Institute is entitled, pursuant to 15 U.S.C. § 1117, to recover any and all profits of Defendants that are attributable to the acts of infringement and unfair competition.

101. CFA Institute is entitled, pursuant to 15 U.S.C. § 1117, to actual damages or statutory damages sustained by virtue of Defendants' acts of infringement and unfair competition.

102. The amount of money due from Defendants to CFA Institute is unknown to CFA Institute and cannot be ascertained without a detailed accounting by Defendants of the precise revenues received under Defendants' Infringing Mark.

ALLEGATION OF DAMAGE COMMON TO ALL CLAIMS FOR RELIEF

103. CFA Institute repeats and realleges each and every allegation contained in Paragraphs 1 through 102 above, as if set forth herein in full.

104. CFA Institute has suffered, is suffering, and will continue to suffer irreparable harm and damage as a result of Defendants' wrongful conduct. Defendants will, unless restrained and enjoined, continue to act in the unlawful manner complained of herein, all to the irreparable damage of the business and reputation of CFA Institute. CFA Institute's remedy at law is not adequate to compensate it for the injuries suffered and threatened.

PRAYER FOR RELIEF

WHEREFORE, CFA Institute respectfully prays the Court:

1. Order Defendants never to file for any trademark for or incorporating the Infringing Mark, the CFA Marks of CFA Institute, or any other designation that is confusingly similar to the CFA Marks;

2. Order Defendants to abandon expressly and with prejudice U.S. Service Mark Application Serial No. 87103390 for the mark NAPA CPFA CERTIFIED PLAN FIDUCIARY ADVISER & Design;

3. Order Defendants to withdraw with prejudice any and all counterclaims asserted in Opposition Proceeding No. 91239462 before the United States Trademark Trial and Appeal Board, and never again to challenge, oppose, cancel, or seek to cancel any CFA Marks of CFA Institute;

4. Enter a judgment against Defendants that Defendants have committed and are committing acts of trademark infringement in violation of the rights of CFA Institute under 15 U.S.C. § 1114;

5. Enter a judgment against Defendants that Defendants have willfully infringed the registered trademark rights of CFA Institute in and to the CFA Marks under 15 U.S.C. § 1114;

6. Enter a judgment against Defendants that Defendants have committed and are committing acts of false designation of origin, false or misleading description of fact, or false or misleading representation in violation of the rights of CFA Institute under 15 U.S.C. § 1125(a);

7. Enter a judgment designating this action an exceptional case entitling CFA Institute to an award of its reasonable attorneys' fees incurred as a result of this action, pursuant to 15 U.S.C. § 1117;

8. Enter a judgment against Defendants that Defendants have engaged in trademark infringement and unfair competition in violation of the Commonwealth of Virginia statutory and common law;

9. Enter a judgment refusing registration in its entirety to U.S. Service Mark Application Serial No. 87103390 for the mark NAPA CPFA CERTIFIED PLAN FIDUCIARY ADVISER & Design;

10. Issue preliminary and permanent injunctive relief against Defendants, and that Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, be enjoined and restrained from:

- (i) imitating, copying, or making any other infringing use of the CFA Marks and Defendants' Infringing Mark, and any other mark now or hereafter confusingly similar to the CFA Marks;
- (ii) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing,

promoting, or displaying any simulation, reproduction, counterfeit, copy, or colorable imitation of the CFA Marks, Defendants' Infringing Mark, or any mark confusingly similar thereto;

- (iii) using any false designation of origin or false description or statement which can or is likely to lead the trade or public or individuals erroneously to believe that any service has been provided, produced, distributed, offered for distribution, circulation, sold, offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for CFA Institute, when such is not true in fact;
- (iv) using the names, logos, or other variations thereof of the CFA Marks or Defendants' Infringing Mark in any of Defendants' trade or corporate names;
- (v) engaging in any other activity constituting an infringement of the CFA Marks, or of the rights of CFA Institute in, or right to use or to exploit the CFA Marks; and
- (vi) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (v) above;

11. Order Defendants, at their own expense, to recall all marketing, promotional and advertising materials that bear or incorporate Defendants' Infringing Mark, or any mark identical or confusingly similar to the CFA Marks, which have been distributed, sold, or shipped, by Defendants or on their behalf, and to reimburse all customers from which said materials are recalled;

12. Order Defendants to destroy all labels, signs, prints, packages, molds, plates, dies, wrappers, receptacles, and advertisements in their possession or under their control, bearing Defendants' Infringing Mark, and/or any simulation, reproduction, copy, or colorable imitation thereof, and all plates, molds, matrices, and any other means of making the same;

13. Order Defendants to publish notice to all customers or members of the trade who may have seen or heard of Defendants' use of Defendants' Infringing Mark, which notice shall disclaim any connection with CFA Institute and shall advise them of the Court's injunction order and of Defendants' discontinuance from all use of Defendants' Infringing Mark;

14. Order Defendants to file with this Court and to serve upon CFA Institute within thirty (30) days after service upon Defendants of an injunction in this action, a written report by Defendants, under oath, setting forth in detail the manner in which Defendants have complied with the injunction;

15. Order Defendants to pay the costs of corrective advertising;

16. Order Defendants to hold in trust, as constructive trustee for the benefit of CFA Institute, their profits obtained from their provision of Defendants' Goods & Services offered for sale under Defendants' Infringing Mark;

17. Order Defendants to provide CFA Institute a full and complete accounting of all amounts due and owing to CFA Institute as a result of Defendants' illegal activities;

18. Order Defendants to pay the general, special, actual, and statutory damages of CFA Institute as follows:

- (i) CFA Institute's damages and Defendants' profits pursuant to 15 U.S.C. § 1117(a), trebled pursuant to 15 U.S.C. § 1117(b) for Defendants' willful violation of the federally registered trademarks of CFA Institute; and

(ii) CFA Institute's damages and Defendants' profits pursuant to the Commonwealth of Virginia common law;

19. Order Defendants to pay to CFA Institute both the costs of this action and reasonable attorneys' fees incurred by CFA Institute in prosecuting this action pursuant to 15 U.S.C. § 1117(a); and

20. Award such other and further relief as the Court deems just and proper.

Dated: February 21, 2019

DLA PIPER LLP (US)

By: /s/ Anthony D. Gill

Anthony D. Gill (Virginia State Bar
No. 88390)

Ann K. Ford (DC Bar No. 341479,
pro hac vice application pending)

John M. Nading (DC Bar No. 981625,
pro hac vice application pending)

500 8th Street, NW

Washington, DC 20004

Telephone: 202-799-4000

Facsimile: 202-799-5000

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john.nading@dlapiper.com

Attorneys for Plaintiff CFA Institute

DEMAND FOR JURY TRIAL

CFA Institute demands a trial by jury as to all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: February 21, 2019

DLA PIPER LLP (US)

By: /s/ Anthony D. Gill

Anthony D. Gill (Virginia State Bar
No. 88390)

Ann K. Ford (DC Bar No. 341479,
pro hac vice application pending)

John M. Nading (DC Bar No. 981625,
pro hac vice application pending)

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john.nading@dlapiper.com

Attorneys for Plaintiff CFA Institute

EXHIBIT 1

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

10 Year Renewal

Reg. No. 935,504

Registered June 6, 1972

Renewal Term Begins June 6, 1992

**SERVICE MARK
PRINCIPAL REGISTER**

C.F.A.

INSTITUTE OF CHARTERED FINAN-
CIAL ANALYSTS, THE (VIRGINIA
CORPORATION)
5 BOAR'S HEAD LANE
CHARLOTTESVILLE, VA 22901

FOR: ASSOCIATION SERVICES—
NAMELY, THE PROMOTION OF INTER-

EST AND PROFESSIONAL STAND-
ARDS IN THE FIELD OF FINANCIAL
ANALYSTS, IN CLASS 100 (INT. CL. 42).

FIRST USE 9-15-1963; IN COMMERCE
9-15-1963.

SER. NO. 72-368,023, FILED 8-14-1970.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Apr. 14, 1992.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Certificate of Correction

Registered June 6, 1972

Registration No. 935,504

The Institute of Chartered Financial Analysts

It is hereby certified that the above identified registration is in error requiring correction as follows:

In the statement, column 1, line 1, ", Inc." should be deleted.

The said registration should be read as corrected above.

Signed and sealed this 29th day of August 1972.

[SEAL]

Attest:

C. M. WENDT,
Attesting Officer.

ROBERT GOTTSCHALK,
Commissioner of Patents.

United States Patent Office

935,504

Registered June 6, 1972

PRINCIPAL REGISTER Service Mark

Ser. No. 368,023, filed Aug. 14, 1970

C.F.A.

The Institute of Chartered Financial Analysts, Inc. (Virginia corporation)
Monroe Hall, University of Virginia
Charlottesville, Va. 22903

For: ASSOCIATION SERVICES—NAMELY, THE PROMOTION OF INTEREST AND PROFESSIONAL STANDARDS IN THE FIELD OF FINANCIAL ANALYSTS—in CLASS 100 (INT. CL. 42).

First use Sept. 15, 1963; in commerce Sept. 15, 1963.

EXHIBIT 2

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

United States Patent and Trademark Office

Reg. No. 2,493,899

Registered Oct. 2, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

CFA

ASSOCIATION FOR INVESTMENT MANAGE-
MENT AND RESEARCH (VIRGINIA NON-
STOCK CORPORATION)
5 BOAR'S HEAD LANE
CHARLOTTESVILLE, VA 229030668

FOR: EDUCATIONAL SERVICES, NAMELY AR-
RANGING, CONDUCTING AND PROVIDING
COURSES OF INSTRUCTION, WORKSHOPS, SEMI-
NARS, AND CONFERENCES IN THE FIELD OF

FINANCIAL ANALYSIS AND DISTRIBUTING
COURSE MATERIALS IN CONNECTION THERE-
WITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 12-31-1962; IN COMMERCE 12-31-1962.

SER. NO. 75-788,563, FILED 8-30-1999.

JOHN DALIER, EXAMINING ATTORNEY

EXHIBIT 3

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,495,459

United States Patent and Trademark Office

Registered Oct. 9, 2001

**TRADEMARK
PRINCIPAL REGISTER**

CFA

**ASSOCIATION FOR INVESTMENT MANAGE-
MENT AND RESEARCH (VIRGINIA NON-
STOCK CORPORATION)**

**5 BOAR'S HEAD LANE
CHARLOTTESVILLE, VA 229030668**

**THE INTERESTS OF FINANCIAL ANALYSTS , IN
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).**

FIRST USE 12-31-1965; IN COMMERCE 12-31-1965.

SER. NO. 75-788,219, FILED 8-30-1999.

**FOR: PRINTED PUBLICATIONS IN THE FIELD
OF FINANCIAL ANALYSIS AND IN SUPPORT OF**

JOHN DALIER, EXAMINING ATTORNEY

EXHIBIT 4

Prior U.S. Cl.: B

United States Patent and Trademark Office

Reg. No. 2,661,114

Registered Dec. 17, 2002

**CERTIFICATION MARK
PRINCIPAL REGISTER**



ASSOCIATION FOR INVESTMENT MANAGE-
MENT AND RESEARCH (VIRGINIA NON-
STOCK CORPORATION)
5 BOAR'S HEAD LANE
CHARLOTTESVILLE, VA 229030668

FOR: FINANCIAL ANALYSIS SERVICES, IN
CLASS B (U.S. CL. B).

FIRST USE 5-1-1999; IN COMMERCE 5-1-1999.

OWNER OF U.S. REG. NO. 935,504.

THE CERTIFICATION MARK IS USED ON PRO-
MOTIONAL MATERIALS DIRECTED AT POTEN-
TIAL EMPLOYERS AND OTHER PROMOTIONAL
MATERIALS.

SEC. 2(F).

SER. NO. 75-788,557, FILED 8-30-1999.

JOHN DALIER, EXAMINING ATTORNEY

EXHIBIT 5

Int. Cls.: 16, 35, and 41

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 50, 100, 101, 102, and 107

Reg. No. 3,202,615

United States Patent and Trademark Office

Registered Jan. 23, 2007

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

CFA INSTITUTE

CFA INSTITUTE (VIRGINIA NON-STOCK CORPORATION)

560 RAY C. HUNT DRIVE
CHARLOTTESVILLE, VA 22903

FOR: PRINTED PUBLICATIONS, NAMELY, NEWSLETTERS, BROCHURES, BOOKS, DIGEST BOOKS, AND MONOGRAPHS IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS AND IN SUPPORT OF THE INTERESTS OF INVESTMENT PROFESSIONALS AND FINANCIAL ANALYSTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 6-1-2004; IN COMMERCE 6-1-2004.

FOR: ASSOCIATION SERVICES, NAMELY, THE PROMOTION OF PROFESSIONAL STANDARDS AND PRACTICES AND PROVIDING CAREER INFORMATION IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS; PROMOTING THE INTERESTS OF INVESTMENT PROFESSIONALS AND FINANCIAL ANALYSTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-1-2004; IN COMMERCE 6-1-2004.

FOR: EDUCATIONAL SERVICES, NAMELY, ARRANGING, CONDUCTING, AND PROVIDING COURSES OF INSTRUCTION, EXAMINATIONS, WORKSHOPS, SEMINARS AND CONFERENCES IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS AND DISTRIBUTING COURSE MATERIALS IN CONNECTION THEREWITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-1-2004; IN COMMERCE 6-1-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 935,504, 2,495,459, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSTITUTE", APART FROM THE MARK AS SHOWN.

SN 78-411,289, FILED 4-30-2004.

CHRISTOPHER BUONGIORNO, EXAMINING ATTORNEY

EXHIBIT 6

United States of America

United States Patent and Trademark Office



Reg. No. 4,296,372

Registered Feb. 26, 2013

Int. Cls.: 16, 35, and 41

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

CFA INSTITUTE (VIRGINIA NON-STOCK CORPORATION)
560 RAY C. HUNT DRIVE
CHARLOTTESVILLE, VA 22903

FOR: PRINTED PUBLICATIONS, NAMELY, NEWSLETTERS, BROCHURES, BOOKS, DIGEST BOOKS, AND MONOGRAPHS IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS AND IN SUPPORT OF THE INTERESTS OF INVESTMENT PROFESSIONALS AND FINANCIAL ANALYSTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 5-18-2012; IN COMMERCE 5-18-2012.

FOR: ASSOCIATION SERVICES, NAMELY, THE PROMOTION OF PROFESSIONAL STANDARDS AND PRACTICES AND PROVIDING CAREER INFORMATION IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS; PROMOTING THE INTERESTS OF INVESTMENT PROFESSIONALS AND FINANCIAL ANALYSTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-7-2012; IN COMMERCE 5-7-2012.

FOR: EDUCATIONAL SERVICES, NAMELY, ARRANGING, CONDUCTING, AND PROVIDING COURSES OF INSTRUCTION, EXAMINATIONS, WORKSHOPS, SEMINARS AND CONFERENCES IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS AND DISTRIBUTING COURSE MATERIALS IN CONNECTION THEREWITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 5-7-2012; IN COMMERCE 5-7-2012.

OWNER OF U.S. REG. NOS. 3,202,615, 3,671,956, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSTITUTE", APART FROM THE MARK AS SHOWN.



Lea Street Lee
Acting Director of the United States Patent and Trademark Office

THE MARK CONSISTS OF A STYLIZED CIRCULAR DESIGN CONSISTING OF SEVEN SET OF BARS THAT HAVE THREE LINES OF DIFFERENT LENGTHS IN EACH BAR; TO THE RIGHT OF THE DESIGN ARE THE WORDS "CFA INSTITUTE".

Reg. No. 4,296,372 SN 85-478,638, FILED 11-22-2011.

ANDREA K. NADELMAN, EXAMINING ATTORNEY

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

EXHIBIT 7

United States of America

United States Patent and Trademark Office

CFA INSTITUTE

Reg. No. 4,389,314

Registered Aug. 20, 2013

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

CFA INSTITUTE (VIRGINIA NON-STOCK CORPORATION)
560 RAY C. HUNT DRIVE
CHARLOTTESVILLE, VA 22903

FOR: DOWNLOADABLE PUBLICATIONS, IN THE NATURE OF NEWSLETTERS, MAGAZINES, BOOKS, DIGEST BOOKS, AND MONOGRAPHS AND DOWNLOADABLE VIDEO AND AUDIO CONTENT, ALL IN THE FIELDS OF INVESTMENT MANAGEMENT AND FINANCIAL ANALYSIS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-0-2004; IN COMMERCE 6-0-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,202,615, 3,671,956, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSTITUTE", APART FROM THE MARK AS SHOWN.

SN 85-651,366, FILED 6-13-2012.

BRENDAN REGAN, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

EXHIBIT 8

United States of America

United States Patent and Trademark Office

CFA INSTITUTE

Reg. No. 4,768,863

Registered July 7, 2015

Int. Cls.: 18, 25, and 35

CFA INSTITUTE (VIRGINIA NON-STOCK CORPORATION)
915 EAST HIGH STREET
CHARLOTTESVILLE, VA 22902

FOR: CARRY ALL BAGS, TOTE BAGS AND LEATHER GOODS, NAMELY, BRIEFCASES, WALLETS AND HANDBAGS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

TRADEMARK

FIRST USE 5-7-2012; IN COMMERCE 5-7-2012.

SERVICE MARK

FOR: APPAREL, NAMELY, SHIRTS, JACKETS AND HEADWEAR, IN CLASS 25 (U.S. CLS. 22 AND 39).

PRINCIPAL REGISTER

FIRST USE 5-7-2012; IN COMMERCE 5-7-2012.

FOR: ON-LINE RETAIL STORE SERVICES FEATURING GENERAL CONSUMER MERCHANDISE, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-7-2012; IN COMMERCE 5-7-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,580,663, 3,308,178, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSTITUTE", APART FROM THE MARK AS SHOWN.

SN 85-137,642, FILED 9-24-2010.

KEVIN CORWIN, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT 9

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The Certified Plan Fiduciary Advisor (CPFA) credential — developed by some of the nation's leading advisors and retirement plan experts — demonstrates your knowledge, expertise and commitment to working with retirement plans.

Plan advisors who earn their CPFA demonstrate the expertise required to act as a plan fiduciary or help plan fiduciaries manage their roles and responsibilities.

FAQ

How do I obtain the CPFA?

You can obtain the NAPA CPFA by successfully passing the **NAPA CPFA Examination**, which consists of 75 multiple-choice questions. The exam is proctored, delivered at Prometric testing centers nationwide.

You'll have three hours to complete the exam, and receive immediate notification of your grade.

How long does it take to acquire the CPFA?

On average, about two months.

Course Preview



Is there any specific experience requirement?	▼
No specific experience level is required, but if you are new to retirement plan sales, you might find it helpful to begin with NAPA's 401(k) Practice Builder.	
What do the CPFA study modules cover?	▼
<p>The CPFA Coursework covers four key areas:</p> <ol style="list-style-type: none"> 1. ERISA Fiduciary Roles and Responsibilities 2. ERISA Fiduciary Oversight 3. ERISA Plan Investment Management 4. ERISA Plan Management 	
How do I prepare for the CPFA Examination?	▼
<p>To study for the examination candidates may purchase online modules. These modules contain:</p> <ul style="list-style-type: none"> ▪ All the content covered in the examination, presented using case studies; ▪ Interactive practice activities based on real life situations; ▪ Multiple-choice sample questions that mimic the questions found on the examination; ▪ Additional resources for continuous learning 	
When can I register for the exam?	▼
Registration opens January 1st	
When can I take the exam at a Prometric Testing Center?	▼
<p>You may take the exam any time between January 1st and December 31st. Keep in mind that during certain times of year, Prometric Testing Centers may be closed for holidays, booked during busy times of year, etc. You are responsible for scheduling your exam with the Prometric Testing Center near you.</p>	
If I fail the exam, when can I take it again?	▼
You may retake the exam 45 days after initial attempt.	
How much does it cost?	▼
<p>CPFA Exam: \$324 for NAPA members, \$350 for non-members</p> <p>NAPA's Broker-Dealer and RIA Firm Partners are eligible for volume discounts on proctored exams. For more information, please contact SAMTeam@usaretirement.org</p> <p>CPFA Modules: \$631 for NAPA members, \$950 for non-members</p> <p>NAPA's Broker-Dealer and RIA Firm Partner members whose compliance departments have approved CPFA are eligible for complimentary distribution of the CPFA online modules. For more information, please contact SAMTeam@usaretirement.org</p> <p>NAPA Credentialed Membership Dues: \$0 with NAPA Firm Partner*, \$590 with no NAPA Firm Partner affiliation</p> <p>Please note, if you currently hold other designations in other American Retirement Association organizations and add a CPFA to your current designations, your dues will be different than above. Contact customer care@usaretirement.org with questions.</p> <p><small>* Please note: A membership maintenance fee of \$65 for NAPA designated members with NAPA Firm Partners will be implemented beginning 2018.</small></p>	
Are there any on-going fees?	▼



Check Credential Status

If you are not an advisor/employee with a **NAPA Firm Partner** you are responsible for the annual NAPA membership fees in order to obtain and maintain your credential (\$590 for 2017. For pro-rated prices please contact **Customer Care**).

What does the CPFA examination cover?

2018 CPFA Course Syllabus

How many Continuing Education (CE) Credits are required to maintain my credential?

In order to maintain your credential(s), you must earn 20 CE credits every two-year cycle. Two (2) of the 20 CE credits must be on ethics/professionalism topics. For more information visit <http://www.napa-net.org/education/continuing-education/>.

How many CE credits are awarded for the CPFA?

Upon successfully completing the online course or passing the proctored examination candidates will earn:

Online Course	Ten (10) CE credits Ten (10) ERPA CE credits 7.5 CFP CE Credits
Proctored Examination	Ten (10) CE credits Ten (10) ERPA CE credits

How do I sign up?

[Click here.](#)

How can I confirm CPFA credential status?

[Check your credential status here.](#)

Webcast

 CPFA Webcast





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Register



In 2011, the **National Association of Plan Advisors (NAPA)** was formed, quickly becoming the fastest-growing member association. Created by and for retirement plan advisors, membership is also open to other retirement industry professionals who support the interests of plan advisors. While the financial services industry is well represented in Washington by a number of trade associations that weigh in on issues affecting advisors, NAPA is the only advocacy group exclusively focused on the issues that matter to retirement plan advisors. This exclusive focus is what sets NAPA apart. For more information about NAPA, visit **NAPA Net**

Credential Programs



ASPPA credentials are available to all professionals in the retirement plan industry. Focusing on specialization, ASPPA offers credentials designed for professionals in the administrative (QKA and QPA), consulting (CPC), actuarial (MSPA, FSPA), and associated (APM) areas of our industry. While no specific educational background is required to obtain an ASPPA credential, to qualify for a credential, a series of examinations and/or educational modules must be successfully completed and other requirements as identified must be met.

Through its sister organizations we also offer credentials designed for professionals in the financial (QPFC and CPFA) and tax-exempt & governmental (TGPC) areas of our industry.

ASPPA's credentials are outlined below:

- The **Qualified 401(k) Administrator (QKA)** focuses on 401(k) plan recordkeeping, nondiscrimination testing and administrative aspects that 401(k) administrators need to know.
- The **Qualified Pension Administrator (QPA)** program encompasses technical administration, compliance and reporting functions for all types of qualified plans.
- The **Certified Pension Consultant (CPC)** program covers all qualified plan aspects in great depth to provide the detailed knowledge that a plan consultant would use in areas of plan design and administration, and in fulfilling departmental leadership roles for compliance, relationship management, plan documents and operations.
- The **Member, Society of Pension Actuaries (MSPA)** program was created for individuals providing defined benefit or actuarial consulting who are currently Enrolled Actuaries in good standing.
- The **Fellow, Society of Pension Actuaries (FSPA)** program was designed for MSPAs who wish to enhance their qualified plan analytical and consulting skills.
- The **Associated Professional Member (APM)** credential is designed for retirement plan professionals who are licensed attorneys or Certified Public Accountants who meet an experience requirement.

ASPPA's sister organizations offer the following credentials:

- The **Certified Plan Fiduciary Adviser (CPFA)** ^{CPFA} credential offered by NAPA focuses on the expertise required of advisors to act as a plan fiduciary or help plan fiduciaries manage their roles and responsibilities.

Information regarding the transition of QPFC to CPFA can be found on **Candidate Corner** under Education and Examination Programs

- The **Tax-Exempt & Governmental Plan Consultant (TGPC)** ^{TGPC} offered by NTSA encompasses issues affecting the administration, sales and marketing aspects of 403(b), 457(b) and other plans maintained by tax-exempt and governmental entities.

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CE Credit Information

Need to check your CE credits? **Click HERE** ^{CPFA}

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The 19 ABC chapters feature networking and educational opportunities, right in your own neighborhood! For more information. **Click HERE**

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Certificates and Credentials

Webcasts

Conferences and Events

Continuing Education

NAPA Academy serves to promote the continued education and professional development of financial advisors and sales teams through a range of educational products. Boost your 401(k) sales with tips from the **NAPA 401(k) Practice Builder**. Advance your career and stay competitive in the industry by pursuing one of our certificate or credential programs, viewing one of our complimentary webcasts, or by attending the annual **401(k) SUMMIT** and/or **NAPA D.C. Fly-In Forum**.

Certificates and Credentials

The **NAPA Academy Financial Consulting Track** provides retirement professionals with the knowledge they need to advise both participants and sponsors of retirement plans. The **Certified Plan Fiduciary Advisor (CPFA)** credential demonstrates the expertise required to act as a plan fiduciary or help plan fiduciaries manage their roles and responsibilities.

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Webcasts

NAPA Academy keeps you up to date on breaking topics and ever-changing rules and regulations through periodic webcasts, in both live and recorded formats. **NAPA webcasts** are a complimentary benefit of being a NAPA member. Register for an upcoming live webcast today or watch an On-Demand Webcast on your **My Learning Activities** page to stay current with industry trends and changes. Many webcasts offer continuing education credits to help you maintain your credential.

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Conferences and Events

With tax reform and the DOL's fiduciary regulations on the horizon, the **NAPA D.C. Fly-In Forum** is the way for you to have your voice heard and get the inside scoop on the latest developments in the nation's capital. You will get to meet with your member of Congress and/or their staff, and hear from regulatory and industry leaders about the latest policy developments that could affect your practice.

The **NAPA 401(k) SUMMIT** is the premiere conference in the industry dedicated to professionals in the 401(k) marketplace. The SUMMIT provides a unique, interactive environment for retirement professionals who actively sell, market, support or service 401(k) plans including:

Broker Dealer Registered Reps

Registered Investment Advisors

Plan Administrators (TPAs)

Product and Service Professionals

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Continuing Education

NAPA Academy offers many ways to support your continuing education and maintain your credential. Visit the **Continuing Education page** to learn more about CE requirements and opportunities.

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From 12am ET on February 22 until 2pm ET on February 25, we will be upgrading our system infrastructure to enhance your online experience. While this update is in progress, you will be unable to access the Marketplace, My Account and My Learning Activities on our website.

If you have any questions or issues regarding this update, please contact our Customer Care team at customercare@usareirement.org, use the chat feature or call 703-516-9300 during our regular office hours (8:30am-5:30pm ET, Monday through Friday).

We appreciate your patience, apologize for any inconvenience and look forward to serving you in the days ahead.

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Certified Plan Fiduciary Advisor (CPFA) Credential

The Certified Plan Fiduciary Advisor (CPFA) credential- developed by some of the nation's leading advisors and retirement plan experts- demonstrates your knowledge, expertise and commitment to working with retirement plans.

Plan advisors who earn their CPFA demonstrate the expertise required to act as a plan fiduciary or help plan fiduciaries manage their roles and responsibilities.

[Click HERE](#) to learn more about the CPFA credential.

NOTE: The Plan Financial Consulting (PFC) Certificate will no longer be available for purchase online, and is transitioning into the CPFA credential. If candidates do not complete the requirements for the QPFC credential by the end of 2015, the existing requirements will be void and candidates will need to complete the CPFA requirements in order to gain this credential.

Grandfathering – QPFC Credential

Current QPFC holders, are grandfathered and have a choice: they may continue to use the QPFC designation, or, they may choose to switch their designation to CPFA (Certified Plan Fiduciary Advisor).

If you would like to switch your designation to CPFA, please [contact us](#) to request this change at no cost. We encourage you to speak to your compliance department (if applicable) before making the change.

If you do not want to switch your designation to CPFA, no action is needed on your part.

Nonqualified Plan Advisor Certificate

To elevate your knowledge and learn practical ways to launch into the nonqualified plan market, NAPA is proud to offer the new Nonqualified Plan Advisor Certificate.

401(k) Practice Builder Certificate

The NAPA 401(k) Practice Builder — developed by some of the nation's leading advisors and retirement plan experts — is an online modular certificate program that provides you with the foundational knowledge essential to 401(k) plan sales.

Credential Check

Check credential status [here](#).



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CPFA: Certified Plan Fiduciary Adviser

Credential Overview

Federal law regulates standards of conduct for those who manage qualified retirement plans. Plan advisers who sell and service these plans must act in accordance with these basic fiduciary principles.

The Certified Plan Fiduciary Adviser (CPFA) credential demonstrates an adviser's knowledge of, expertise in, and commitment to working with retirement plans. Plan advisers who earn their CPFA demonstrate the expertise required to act as a plan fiduciary or help plan fiduciaries manage their roles and responsibilities.

To earn the CPFA credential candidates must pass the CPFA examination.

Exam Format

The CPFA exam includes 75 multiple choice questions for which a candidate will have 3 hours to complete. Candidates will receive a grade immediately upon completing the exam. Exams are given in a proctored setting at Prometric Testing Centers.

Study Materials

NAPA CPFA Online Course

The CPFA Online Course is the preferred study material for the examination and can be purchased separately.

The CPFA online course is divided into four modules covering all the examination content:

1. Fiduciary Management under ERISA
2. ERISA Plan Management 1
3. ERISA Plan Investment Management
4. ERISA Plan Management 2

Additional Information

All candidates are encouraged to visit Candidate Corner (www.asppa-net.org/candidate-corner) for additional information. It is the candidate's responsibility to check the website for the most current information on examinations and publications. Candidate Corner includes instructions for locating Prometric testing centers in order to schedule examinations, study tips, current information on regulatory limits and other helpful information. You may also contact ASPPA with questions at rpa@usaretirement.org.

Topic 1: Fiduciary Roles and Responsibilities

Learning Objectives

The successful candidate will be able to:

- 1.01 Explain ERISA exclusive purpose and ERISA prudence rule.
- 1.02 Identify named fiduciaries.
- 1.03 Identify actions that might establish a fiduciary relationship.
- 1.04 Explain roles and responsibilities of named fiduciaries.
- 1.05 Identify actions covered by the Best Interest Contract Exemption.
- 1.06 Differentiate investment advice and investment education.
- 1.07 Describe the “best interest contract exemption” under the DOL fiduciary regulation.
- 1.08 Differentiate between 3(16), 3(21) and 3(38) fiduciaries.

Exam Weighting

This topic will comprise approximately 9 to 11 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 1 – Fiduciary Management under ERISA. Units 1 and 2.

Topic 2: Non-Fiduciary Service Providers

Learning Objectives

The successful candidate will be able to:

- 2.01 Identify ministerial functions performed by non-fiduciary service providers.

Exam Weighting

This topic will comprise approximately 5 to 7 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 1 – Fiduciary Management under ERISA. Unit 3.

Topic 3 – Plan Governance and Fiduciary Documentation

Learning Objectives

The successful candidate will be able to:

- 3.01 Identify required and additional documentation for maintaining plan records according to fiduciary best practice.
- 3.02 Explain service provider role in assisting with prudent process documentation.
- 3.03 Identify when plan documents should be updated.

Exam Weighting

This topic will comprise approximately 5 to 7 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 1 – Fiduciary Management under ERISA. Unit 4.

Topic 4 – Fiduciary Oversight

Learning Objectives

The successful candidate will be able to:

- 4.01 Identify parties-in-interest to the plan.
- 4.02 Identify Prohibited Transactions and possible fiduciary breach events.
- 4.03 Identify possible consequences of Prohibited Transactions and fiduciary breach events.
- 4.04 Explain the DOL role in overseeing plans.
- 4.05 Explain how common problems can be corrected using DOL and IRS correction programs.
- 4.06 Analyze situations for possible Ethics issues under conflicts of interest.
- 4.07 Explain best practice for determining reasonableness of fees.
- 4.08 Classify expenses as payable and not payable by the plan assets.
- 4.09 Identify main consequences of not documenting prudent process for reviewing fees and services.
- 4.10 Compare and contrast a Fidelity bond and fiduciary insurance.

Exam Weighting

This topic will comprise approximately 9 to 11 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 1 – Fiduciary Management under ERISA. Units 5 and 6.

Topic 5 – Plan Goals and Objectives

Learning Objectives

The successful candidate will be able to:

- 5.01 List considerations when formulating plan goals and objectives.
- 5.02 Identify Plan Sponsor's business structure and related entities.
- 5.03 Explain impact of family and related company ownership on plan design.
- 5.04 Describe impact of cash flow and budget on plan design.

Exam Weighting

This topic will comprise approximately 7 to 9 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 2 – ERISA Plan Management 1. Unit 1.

Topic 6 – Plan Types and Provisions

Learning Objectives

The successful candidate will be able to:

- 6.01 Compare and contrast IRA-based plans to 401(k) plans.
- 6.02 Explain hybrid plan combinations.
- 6.03 Explain plan features.
- 6.04 Summarize how plan features support plan goals and objectives.
- 6.05 Explain which plan features are optional based on the plan design.
- 6.06 Describe roles and responsibilities of the parties involved in creating plan documents based on plan design.
- 6.07 Explain the different components of an adoption agreement.
- 6.08 Identify required and optional amendments.

Exam Weighting

This topic will comprise approximately 5 to 7 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 2 – ERISA Plan Management 1. Units 2 and 3.

Topic 7 – Participant Outcomes

Learning Objectives

The successful candidate will be able to:

- 7.01 Explain importance of successful participant outcomes to Plan Sponsor and participants.
- 7.02 List considerations for Plan Sponsor to help create successful participant outcomes.
- 7.03 Compare and contrast education approach and behavioral finance techniques.
- 7.04 Explain re-enrollment process.
- 7.05 Evaluate participant outcome by using gap analysis.

Exam Weighting

This topic will comprise approximately 8 to 10 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 2 – ERISA Plan Management 1. Unit 4.

Topic 8 – Service Provider Selection

Learning Objectives

The successful candidate will be able to:

- 8.01 Explain the roles of service providers.
- 8.02 Identify factors used to assist in service provider selection.
- 8.03 Describe fiduciary prudent process for selecting service providers.
- 8.04 Explain different types of service providers, including bundled and unbundled service models.
- 8.05 Describe the role of Plan Sponsors regarding required participant disclosures.

Exam Weighting

This topic will comprise approximately 3 to 5 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 2 – ERISA Plan Management 1. Unit 5.

Topic 9 – Educating Fiduciaries on Plan Investments

Learning Objectives

The successful candidate will be able to:

- 9.01 Explain risk/return, asset classes and diversification of investments.
- 9.02 Explain differences and similarities between investment options.
- 9.03 Compare to/through target date funds.
- 9.04 Explain Qualified Default Investment Alternative (QDIA) rules.
- 9.05 Compare asset allocation fund models, including impact on participant outcomes.
- 9.06 Compare active and passive management.
- 9.07 Explain the impact of revenue sharing on fiduciary prudent process.
- 9.08 Summarize the process of prudent investment selection.

Exam Weighting

This topic will comprise approximately 7 to 9 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 3 – ERISA Plan Investment Management. Units 1 and 2.

Topic 10 – Investment Policy Statement

Learning Objectives

The successful candidate will be able to:

- 10.01 Explain fiduciary prudent process to create a broad-based IPS.
- 10.02 Identify basic criteria and procedures to follow when selecting and replacing investment options.
- 10.03 Identify parties responsible for maintaining the IPS.
- 10.04 Describe fiduciary prudent process to change IPS according to best practices.

Exam Weighting

This topic will comprise approximately 7 to 9 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 3 – ERISA Plan Investment Management. Unit 3.

Topic 11 – Plan Investment Oversight

Learning Objectives

The successful candidate will be able to:

- 11.01 Identify components of investment reviews.
- 11.02 Recommend the frequency for performing investment reviews and/or plan committee meetings.
- 11.03 Describe the importance of investment performance evaluation for a fiduciary prudent process.
- 11.04 Determine when investment replacements are appropriate.
- 11.05 Identify best practice documentation needed for documenting prudent process when monitoring plan investments.

Exam Weighting

This topic will comprise approximately 9 to 11 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 3 – ERISA Plan Investment Management. Unit 4.

Topic 12 – Liaison Services

Learning Objectives

The successful candidate will be able to:

- 12.01 Explain daily activities required by plan sponsor staff while interacting with service providers.

12.02 Identify most important actions to prevent most common errors.

Exam Weighting

This topic will comprise approximately 2 to 4 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 4 – ERISA Plan Management 2. Unit 1.

Topic 13 – Retirement Plan Committee & Fiduciary Training

Learning Objectives

The successful candidate will be able to:

- 13.01 Identify the role of adviser related to the Retirement Plan Committee.
- 13.02 Identify attributes of an effective Retirement Plan Committee.
- 13.03 Explain the importance of meetings for fiduciary due diligence.
- 13.04 Identify best practices for fiduciary training.
- 13.05 Describe the process for appointing and replacing fiduciaries.

Exam Weighting

This topic will comprise approximately 8 to 10 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 4 – ERISA Plan Management 2. Unit 2.

Topic 14 – Conversions

Learning Objectives

The successful candidate will be able to:

- 14.01 Identify conversion documentation as a plan management best practice.
- 14.02 Identify conversion documents that are part of a plan management prudent process.

Exam Weighting

This topic will comprise approximately 2 to 4 percent of the exam questions.

Study Material Reference

CPFA Online Course Module 4 – ERISA Plan Management 2. Unit 3.

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CFA Institute, a Virginia Non-Stock Corporation

(b) County of Residence of First Listed Plaintiff Albemarle County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Anthony D. Gill
DLA Piper LLP (US), 500 8th Street, NW, Washington, DC 20004
(202) 799-4000

DEFENDANTS

American Society of Pension Professionals & Actuaries, a Texas Corporation; American Society of Pension Professionals & Actuaries, a Texas Corporation, d/b/a National Association of Plan Advisors; and American Society of Pension Professionals & Actuaries, a Texas Corporation, d/b/a American Retirement Association

County of Residence of First Listed Defendant Arlington County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. §§ 1114, 1117, 1121, & 1125

Brief description of cause:

Trademark infringement, unfair competition, and accounting**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

2.21.2019

FOR OFFICE USE ONLY

RECEIPT # 0423AMOUNT \$400.0

APPLYING IFP

JUDGE MOON

MAG. JUDGE

3080700